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A G R E E M E N T

BETWEEN

CITY OF ELIZABETH, NEW JERSEY

AND

LOCAL 455, ELIZABETH CITY YARD WORKERS

APRIL 1, 1990 THROUGH MARCH 31, 1992

INDEX (Continued)

LOCAL 455, ELIZABETH CITY YARD WORKERS

ARTICLE		PAGES
XXIII-A	JURY DUTY	31
XXIV	MANPOWER	32
XXV	BAN ON STRIKES	33
XXVI	WAGES	34 - 35
	APPENDIX "A"	36 - 37
XXVII	RATES FOR ACTING IN HIGHER TITLES	38
XXVIII	APPROPRIATION OF FUNDS	39
XXIX	EMBODIMENT OF AGREEMENT	40
XXX	TERM OF AGREEMENT	41

ARTICLE I

RECOGNITION

1. The City hereby recognizes the Union as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all employees of the Department of Public Works serving in the following titles: Blacksmith; Carpenter; Construction Inspector; Equipment Operator; Garage Attendant; Laborer; Maintenance Repairer Carpenter; Mason; Mechanic; Mechanic Hydraulic; Mechanic's Helper; Motor Broom Driver; Principal Clerk & Radio Dispatcher; Pump Station Operator; Pump Station Repairer; Security Guard; Sign Designer, Processor & Letterer; Traffic Maintenance Worker; Tree Climber; Truck Driver; and Welder; but excluding all Foremen and Supervisors, office and clerical employees.

2. Unless otherwise indicated, the terms "employee" or "employees", when used in this Agreement, refers to all persons represented by the Union in the above-defined negotiating unit.

ARTICLE II

UNION SECURITY (Continued)

Federal or State law or shall be renegotiated for the purpose of adequate replacement.

REPRESENTATION FEES

1. Upon the request of the Union, the employer shall deduct a representation fee from the wages of each employee who is not a member of the Union.

2. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the Union.

3. The amount of said representation fee shall be certified to the employer by the Union, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its own members.

4. The Union agrees to indemnify and hold the employer harmless against any liability, cause of action, or claims of loss whatsoever arising as a result of said deductions.

5. The employer shall remit the amounts deducted to the Union monthly, on or before the 15th of the month following the month in which such deductions were made.

6. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4(2) (c) and (3) (L. 1979, c. 477), and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the employer shall immediately cease making such deductions.

ARTICLE IV

BULLETIN BOARDS

The union shall have the use of a bulletin board in the City Yard, the Water and Sewer Department for the posting of notices relating to meetings and official business of the Union only. No notice shall be posted until it has been submitted to the Director.

ARTICLE V

GRIEVANCE PROCEDURE AND ARBITRATION (Continued)

3. The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to establish or change any wage rate. The decision shall be final and binding. The administrative cost of the impartial arbitrator shall be borne equally by both parties.

4. Unless extended by mutual agreement, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last City answer.

5. It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance (a) involves the existence of alleged violation of any agreement other than the present Agreement between the parties; (b) involves issues which were discussed at negotiations but not expressly covered by the terms and conditions of this Agreement; (c) involves claims of violation of an allegedly implied or assumed obligation; (d) would require an arbitrator to rule on, consider or decide the appropriate hourly, salary or incentive rate at which his pay shall be determined; (e) would require an arbitrator to consider, rule on, or decide, any of the following:

1. The elements of a job assignment;
2. The level, title or other designation of an employee's job classification;
3. The right of management to assign or re-assign work;
- (f) pertains in any way to the establishment, administration, interpretation or

ARTICLE VI

WORK WEEK

1. Without guaranteeing any hours of work, it is agreed that the normal work week for unit employees performing Public Works duties shall be forty (40) hours per week.

2. Work schedules shall be at the discretion of the Director of Public Works.

ARTICLE VIII

ACCESS

A duly authorized representative of the Union, designated in writing, after reporting to the Office of the Director, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Upon request, the Union representative shall state the purpose of his/her visit. Except in an emergency, at least four (4) hours advance notice must be given. Such visits shall not be permitted to interfere with, hamper or obstruct normal operation.

ARTICLE X

SENIORITY

1. Seniority is defined to mean the accumulated length of continuous service with the Department, computed from the last date of hire. For purpose of layoff, continuous service in the classification shall prevail. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or bona fide illness or injury, certified by a physician, and not in excess of one (1) year beyond accumulated sick leave. Seniority shall be lost and employment terminated if any of the following occur:

- a. discharge
- b. resignation
- c. absence for five (5) consecutive working days without leave or notice
- d. absence for illness or injury for more than one (1) continuous year beyond accumulated sick leave.
- e. layoff for longer than six (6) consecutive months.

2. It is understood and agreed that in all cases of layoff and recalls from layoffs, length of continuous service and ability shall be given due consideration.

3. Where qualifications, ability, availability and willingness to perform are equal, length of continuous service shall be given due consideration. Failure to return promptly upon expiration of authorized leave without reasonable notice satisfactory to the Director or his/her designee shall subject the employee to disciplinary action.

ARTICLE XI

HOLIDAYS (Continued)

5. When any of the above holidays fall on a Sunday, the Saturday before shall be considered as the holiday.

6. When any of the above holidays fall on a Monday, the Tuesday following shall be considered the holiday.

Other Shifts

7. Those working on other shifts will be treated accordingly.

8. If any of the above holidays fall within an employee's vacation period, the employee shall not be charged a vacation day for said holiday.

9. Unworked holiday time shall not be counted for purposes of computing overtime.

10. Holidays and Sundays worked -- see Article XIV, Section 5.

ARTICLE XIII

VACATIONS

1. The employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

1st year--1 working day per month

(1st 3 months -- earned but cannot spend)

<u>BEGINNING</u>	<u>END</u>	
2nd year	5th year	13 working days
6th year	10th year	15 working days
11th year	15th year	18 working days
16th year	20th year	20 working days
21st year	25th year	23 working days
after 25th year		26 working days

2. Upon completion of twenty-five (25) years of continuous service, the employee shall receive five (5) extra days of vacation for that anniversary year only.

3. Vacations shall normally begin following the regular "days off" of the employee.

4. Vacation time must be used in the year that it is earned. However, one year's accumulation may be carried into the next succeeding year. Should circumstances warrant, this provision may be waived by the Director and the Business Administrator.

5. The vacation period shall be the calendar year from the 1st day of January to the 31st day of December.

ARTICLE XIV

OVERTIME AND CALL BACK (Continued)

judgement of the Superintendent, Security Guard, or the Foreman requires immediate attention, such as but not limited to snow emergency, or hazardous road condition.

ARTICLE XVI

LEAVE WITHOUT PAY

1. Any covered employee desiring leave without pay for personal reasons, up to a maximum of ninety (90) days shall make a request in writing to the Director not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reason for the leave and the time requested.

2. Leaves may be granted or denied at the discretion of the Director. Not more than two (2) employees of the department may be on such leave at any one time, except at the discretion of the Director. Extension of such leaves may be granted providing that at least two (2) weeks prior to the date on which the initial and subsequent leave would terminate the employee requests said extension of the Director. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing.

ARTICLE XVIII

INSURANCE

1. All employees covered by this Agreement and eligible members of their family shall be entitled to full coverage of Blue Cross and Blue Shield Hospitalization plans, including Rider "J" of the New Jersey Blue Cross and Major Medical Insurance, the premiums of which shall be paid for by the City.

2. The City acknowledges that the rules and regulations of the State Health Benefits Commission:

- (a) applies to all eligible present and future pensioners of the employer and their dependents.
- (b) continues as long as the State is paying the cost of its eligible pensioners and their dependents in accordance with the provisions of Chapter 75, Public Laws of 1972.
- (c) provides for local employer reimbursement of Federal Medicare premiums for eligible pensioners and/or their spouses, as well as the payment of health insurance premiums required by the program, on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75 Public Laws of 1972 .

ARTICLE XIX

UNION PRIVILEGES

Copies of general orders, rules and regulations and communications affecting wages, hours and other terms and conditions of employment covered by this Agreement shall be furnished to the Union within two (2) working days of their promulgation.

ARTICLE XXI

SICK LEAVE

Sick leave shall be as provided in the Department of Personnel's Statutes, Rules and Regulations.

ARTICLE XXIII

FUNERAL LEAVE

1. A regular, full-time employee who is excused from work because of death in his/her immediate family, as defined below, shall be paid his/her regular rate of pay for the scheduled working hours missed during the first seventy-two (72) hours following the death. Not more than eight (8) hours per day or twenty-four (24) hours for any period will be paid under the provisions of this section. Immediate family is defined to mean parents, children, spouse brother or sister, sister-in-law, brother-in-law, father-in-law and mother-in-law, as well as grandmother or grandfather or grandchildren of employee or spouse. This provision also applies for any other relative who resides with the employee.

2. One (1) working day shall be allowed in the event of the death of an aunt or uncle.

3. Special cases will be referred to the Director.

4. Leave with pay as provided for in this section is intended to be used for the purpose of handling necessary arrangements and attending the funeral of the deceased member of the immediate family and shall not be accumulated. If the employee does not attend the funeral of the deceased, pay allowance (as provided in this section) will not be allowed.

ARTICLE XXIV

MANPOWER

The number of men assigned to a truck or other equipment on duty shall be determined in the sole discretion of the Director.

ARTICLE XXVI

WAGES

1. Effective April 1, 1990, regular, full time employees covered by this Agreement shall receive an across-the-board increase in their respective ranges:

1-40	\$1384.00
2-40	1336.00
5-40	1241.00
7-40	1192.00
9-40	1121.00
10-40	1101.00
11-40	1081.00
12-40	1057.00

2. Effective April 1, 1991, regular, full time employees covered by this Agreement shall receive an across-the-board increase in their respective ranges:

1-40	\$1345.00
2-40	1298.00
5-40	1206.00
7-40	1158.00
9-40	1090.00
10-40	1070.00
11-40	1050.00
12-40	1027.00

APPENDIX "A"

April 1, 1990

CITY YARD RANK & FILE

TITLE	T/O	RANGE	MINIMUM	MAXIMUM	INC	STEPS
Blacksmith	1	1-40	22,954	24,454	300	5
Carpenter	2	1-40	22,954	24,454	300	5
Construction Inspector	1	7-40	19,552	21,052	300	5
Equipment Operator	7	5-40	20,431	21,931	300	5
Garage Attendant	2	10-40	17,951	19,451	300	5
Laborer	112	12-40	17,177	18,677	300	5
Maintenance Repairer Carpenter	1	11-40	17,591	19,091	300	5
Mason	2	1-40	22,954	24,454	300	5
Mechanic	6	2-40	22,106	23,606	300	5
Mechanic, Hydraulics	6	1-40	22,954	24,454	300	5
Mechanic's Helper	4	12-40	17,177	18,677	300	5
Motor Broom Driver	4	5-40	20,431	21,931	300	5
Principal Clerk & Radio Dispatcher	1	9-40	18,311	19,811	300	5
Pump Station Operator	5	12-40	17,177	18,677	300	5
Pump Station Repairer	2	10-40	17,951	19,451	300	5
Security Guard	7	12-40	17,177	18,677	300	5
Sign Designer, Processor & Letterer	1	1-40	22,954	24,454	300	5
Traffic Maint Worker	4	7-40	19,552	21,052	300	5
Tree Climber	3	2-40	22,106	23,606	300	5
Truck Driver	28	7-40	19,552	21,052	300	5
Welder	2	1-40	22,954	24,454	300	5

ARTICLE XXVII

RATES FOR ACTING IN HIGHER TITLES

1. Laborers assigned as Truck Drivers on an acting basis shall be paid a differential of \$2.00 per day, regardless of their base salary as a Laborer.

2. Employees of this bargaining unit who serve temporarily in higher titles, other than Truck Driver, will receive the increment assigned the higher title prorated for the number of days they serve. However, should the addition of one increment for the higher rated position increase the employee's base salary above the maximum salary allowed said position, he/she will not receive a full increment but be placed at maximum for that position. There shall be no longevity payments made on the moneys paid for acting in higher titles. Payment of longevity shall be made on the employee's base salary in his/her permanent title.

3. Laborers given special assignments shall receive \$1.50 per day in addition to their regular day.

ARTICLE XXIX

EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the City and the Union or any individual employee covered by this Agreement is hereby superseded.

